

3492

AGREEMENT

between

**BOARD OF COUNTY ROAD COMMISSIONERS
MUSKEGON COUNTY ROAD COMMISSION**

7700 East Apple Avenue
Muskegon, Michigan 49442

and

**TEAMSTERS
STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL #214**

Effective: July 1, 1995

Terminates: June 30, 1999

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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AGREEMENT

THIS AGREEMENT, by and between the MUSKEGON COUNTY ROAD COMMISSION (hereinafter referred to as the "Employer"), and LOCAL UNION NO. 214, Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. Recognition

Employees covered:

Pursuant to and in accordance with all applicable provisions of Act #379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time regular employees in the Maintenance Department, garage and sign shop, employed by the Muskegon County Road Commission, Muskegon, Michigan, but excluding: elected or appointed officers, office employees, clerical employees, stockroom employees, seasonal employees, part-time employees, supervisory employees, employees of the Engineering Department, all employees that are employed through a State and/or Federal program, and all other employees employed by the Muskegon County Road Commission.

ARTICLE 2. Gender

Reference to the male gender shall apply to the female gender and vice versa.

ARTICLE 3. Captions

The captions used in each section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.

ARTICLE 4. Union Security

(a) Membership in the Union is not compulsory. Full-time regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(b) The Union is required under this Agreement to represent all the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the

bargaining unit and not only for members in the Union. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation as to Union dues and pay an initiation fee as a member, or a corresponding agency fee as an employee who elects not to be a Union member.

(c) In accordance with the policy set forth under Paragraph (a) and (b) of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union. For present regular employees, such payments shall commence thirty one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty one (31) days following the date of employment.

(d) If any provision of this Article is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE 5. Deduction of Dues

Section 1. The Employer agrees during the term of this Agreement to deduct from the pay of each employee, all dues and initiation fees of Local No. 214 and pay such amount deducted to said Local 214, for each and every employee represented by said Union; provided, however, that the Union first presents to the Employer written authorizations, signed by each such employee,

allowing such deductions and payments to the Local Union. Amount of dues and initiation fees will be certified to the Employer by the Secretary-Treasurer of the Union.

Section 2. Save Harmless. In the event the Employer discharges or attempts to discharge an employee (at the Union's request), the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with this provision of this Agreement.

ARTICLE 6. Management's Rights

Section 1. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the Road Commission in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitations, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment; and in all respects to carry out the ordinary and customary function of management; provided, however, that these rights shall not be exercised in violation of any specific

provisions of this Agreement.

Section 2. Except as in this Agreement otherwise specifically and expressly provided, the Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish skill; to determine workloads, to establish and change work schedules; to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

Section 3. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE 7. No Strikes and No Lock Outs

(a) The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare.

(b) It is further agreed that there will be no strike, slow-down, walkout or any cessation of work. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of stoppage of work mentioned above, the Union shall not be liable for damage resulting from such unauthorized acts of its members. It is specifically understood and agreed that the Employer, during the first twenty four (24) hours of such work stoppage, shall have the sole and complete right of reasonable discipline, short of discharge. Union members so

disciplined shall not be entitled to, or have any recourse to any other provisions of this Agreement.

(c) After the first twenty four (24) hour period of such stoppage, however, the Employer shall have the right immediately to discharge any Union member participating in any unauthorized cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

(d) The authority of the Union steward shall be limited to acts or functions which said stewards are expressly authorized to perform in this Agreement.

ARTICLE 8. Aid to Other Unions

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with said employees, individually or collectively, which, in any way conflicts with the terms or provisions of this Agreement or which in any way affects wages, hours or working conditions of said employees, or any individual employee. Any such agreement shall be null and void.

ARTICLE 9. Employment Application

All applicants will complete an employment application. The employment application is an important phase of the hiring procedure and becomes a part of the employee's permanent record. All information submitted on the application form is subject to verification.

ARTICLE 10. Change in Personal Status

(a) Employees shall notify the office of the Director of Human Resources in writing of any change of name, address, telephone number, marital status or number of dependents promptly, within five (5) days after such change has been made. The Employer shall be entitled to rely upon and verify information given to it by the employee for its records for all purposes involving his employment and this Agreement.

(b) Employees shall notify the Director of Human Resources in writing immediately of any change in driver's license status.

ARTICLE 11. Representation

Section 1. Groups Represented: For the purpose of steward representation of employees in processing through the Grievance Procedure hereof any grievance they must present hereunder, the employees shall be divided into three (3) separate groups by locations. Each location to include the employees who are assigned to one (1) of the three (3) groups listed below:

Group 1: Muskegon

Group 2: Whitehall

Group 3: Twin Lake

Steward representation may be increased or decreased according to the number of group location(s).

Section 2. Stewards: On the day shift, each of such groups shall have the right to elect one (1) person, who is employed within that group who has seniority therein, to act as the steward and representative for that group. The steward for one (1) group shall not, unless the matter involves the Steward, have any

authority to act as steward for any employee in any other group. Alternate stewards, if any, shall only act when the regular steward is absent from work.

Section 3. Notice of Chief Stewards' Appointment: The bargaining unit may have one (1) Chief Steward, appointed by the Union President, to represent the bargaining unit. He may function in accordance with the grievance procedure.

Section 4. Notice of Stewards' Election: The names of the stewards (and alternate stewards) shall be sent to the office of the Managing Director by the Union in writing promptly after their election, likewise as to any changes therein.

Section 5. Procedures for Stewards or Chief Steward:

(a) When it is necessary for the Union Steward or Chief Steward to leave work to handle a grievance in accordance with the Grievance Procedure established in this Agreement, such steward shall notify and receive permission from his supervisor. The Steward or Chief Steward shall return to the job as promptly as possible and upon returning shall immediately report to the supervisor.

(b) In order to enable the Employer to organize work on each shift, no employee or Union steward or Chief Steward shall be permitted to leave work during the first hour of each shift for grievance problems. Such Steward shall first receive permission from the immediate supervisor to leave the work station and shall report back promptly when his part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject to disciplinary action.

Section 6. Pay Allowance for Stewards and Chief Steward: The Employer will grant the involved Steward, Chief Steward, or alternate Steward necessary and reasonable time away from assigned duties with pay to handle grievances during the representative's normal work day. The Employer shall not be required to pay for time lost for Stewards, Chief Steward, or alternate Stewards handling Union affairs outside of the grievance procedure.

Section 7. The Employer shall not be required to pay for any time spent in arbitration or mediation by bargaining unit employees and/or stewards.

Section 8. An authorized representative of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the steward(s) of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force.

Section 9. The Union shall have the right to examine time sheets and other records pertaining to the computation of the compensation of any employee whose pay is in dispute or any other records of the Commission pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 10. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the use of the Union. Only official Union notices are to be posted and must have the signatures of the Union Business Representative or the Shop Steward.

ARTICLE 12. Grievance and Arbitration Procedure

Section 1. Definition of Grievance: A grievance shall be a

complaint by an employee or the Union concerning the application and interpretation of this Agreement as written.

Section 2. Grievance Procedure: All grievances shall be handled in the following manner:

(a) Verbal Procedure: An employee or group of employees with a grievance shall discuss the matter with their immediate supervisor within five (5) workdays of the event which caused the grievance or within five (5) workdays of when the employee reasonably should have knowledge thereof. If requested by the employee, the employee may be represented by his steward. Every effort shall be made to satisfactorily settle the grievance in this manner. The immediate supervisor will respond to the grievance within five (5) workdays of the grievance being presented.

(b) Written Procedure:

STEP 1: If the grievance is not satisfactorily settled by the verbal procedure, the grievance shall be reduced to writing, signed by the employee, within two (2) working days of the answer in the Verbal Procedure. The grievance shall be submitted to the immediate supervisor involved and the immediate supervisor and the steward shall discuss the grievance in an effort to settle same. The immediate supervisor will answer the grievance within three (3) working days of the meeting with the steward.

STEP 2: Any grievance which is not resolved in Step 1 of the written procedure that the Union desires to advance further must be submitted to the Superintendent or his designee within three (3) working days after receipt of the immediate supervisor's written disposition in Step 1. The Superintendent or his designee and the Chief Steward shall discuss the grievance in an effort to settle

the same. The Superintendent or his designee shall, within ten (10) working days of his meeting with the Chief Steward, place his deposition thereon and return it to the Chief Steward.

STEP 3: If the grievance is not settled satisfactorily in Step 2 of the written procedure, and the Union wishes to advance it further it must submit the grievance to the Managing Director or Director of Human Resources within five (5) working days after receipt of the Employer's written disposition in Step 2. Management representatives, the Chief Steward, the employee involved (if the grievance involves more than one employee only one representative may attend), and the Business Agent of the Union shall meet to discuss the grievance in an effort to settle the same. An employee who elects to attend shall not be paid for his/her time unless approved vacation or personal time is taken. Either party may have additional non-employee representatives present if desired. If the employee elects not to attend, his/her steward may attend and will be paid for time in attendance. The parties shall have ten (10) working days within which to schedule a meeting to discuss the grievance. The Employer agrees to mail a copy of its answer in Step 3 to the Business Agent of the Union and to furnish a copy to the Chief Steward within five (5) working days of the Step 3 meeting.

STEP 4: Arbitration. If the Union is not satisfied with the Step 3 answer and desires to advance the grievance further it must request arbitration of any unresolved grievance by filing a request for an Arbitration Panel within thirty (30) working days following disposition in Step 3 of the Grievance Procedure or if no answer was timely given then within thirty (30) working days of when said

answer was due. The President and Executive Board of the Local Union shall decide whether or not a case shall be submitted to arbitration.

The arbitrator shall be chosen by mutual agreement or from a panel of seven (7) Michigan arbitrators obtained from the Federal Mediation and Conciliation Service in accordance with its procedures. When a list of potential arbitrators is received, the parties will alternate strike, the right of first strike being exercised by the Union, until only one (1) arbitrator remains, who will then act as the neutral. Compensation for and expenses of the arbitrator shall be shared equally by the Employer and the Union.

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall, at all times, be governed wholly by the terms of this Agreement and he shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator recognizes that all powers, duties, rights and authority, expressed or implied, imposed upon or granted to the Employer by law or statute are inviolate; that this Agreement shall, at all times, be interpreted and construed so as to effectively protect and effectuate such powers, duties, rights and authority and the welfare, safety and protection of the general public. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing. If the arbitrator reverses in whole or in part, any suspension or discharge, the award shall provide only for base compensation lost during the employee's absence minus any employment compensation benefits and/or earnings from any other source during such absence. The

arbitrator's decision rendered in accordance with this Agreement shall be final and binding upon the Union, the Employer, and the employees.

An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Union may select other employees to attend the hearing. Any employee called as a witness, whether by the Employer or the Union, shall be excused from the hearing after their testimony is completed.

Section 3. Time Limitation: The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the involved employee(s) or the Union, the grievance shall be considered permanently withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, when the time for the Employer's answer has expired, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement in writing.

Section 4. Time Computation: "Workdays" as referred to in this Article shall be defined as excluding Saturdays, Sundays and holidays.

ARTICLE 13. Probationary Employees

Section 1. All full-time employees shall serve a six (6) month probationary period uninterrupted by any type of service break from date of hire, unless excused by the Employer.

Section 2. Probationary employee's services with the Employer may be terminated at any time by the Employer in its sole

discretion or the employee may be disciplined and neither the employee so terminated or disciplined nor the Union shall have recourse to the grievance procedure over such termination or discipline. The Union shall not represent probationary employees in disciplinary matters.

Section 3. During the probationary period, an employee shall not be eligible for employee benefits unless expressly provided for in this Agreement. After an employee has successfully completed his probationary period of employment, he shall become a full-time employee and his seniority shall start with his most recent date of hire.

ARTICLE 14. Seniority

Seniority is defined as the length of continuous uninterrupted employment from the last date of hire. There is no seniority for probationary employees.

ARTICLE 15. Loss of Seniority

Notwithstanding any of the foregoing provisions of this Agreement, seniority rights and all other rights under this Agreement shall be lost and employment shall terminate if any of the following occurs:

- (1) When an employee quits; or
- (2) when an employee with seniority is discharged for cause;
or
- (3) when an employee retires; or

- (4) the employee fails to give notice of his intent to return to work within three (3) working days and/or fails to report for work within five (5) calendar days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address; or
- (5) the employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence; or
- (6) the employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer; or
- (7) the employee gives a false reason in requesting a leave of absence, or engages in other employment during such leave of absence; or
- (8) the employee is laid off for a period equal to the seniority or twenty four (24) calendar months, whichever is less; or
- (9) he takes property or supplies without written authorization.
- (10) the employee is absent from work for a reason other than layoff for eighteen (18) consecutive months; or
- (11) the employee is discharged in violation of any work rule in Appendix "A".

ARTICLE 16. Layoff and Recall

Seniority shall apply to layoff and recall as follows: when a reduction in work force occurs, employees on probation and then the employees with the least seniority in the job classification and the garage affected will be the first to be laid off. Such laid off employees may claim the job of the least senior employee in a lower classification at the garage affected provided he meets the requirements for the job and, in the opinion of the Superintendent, can perform the job satisfactorily or he may claim the job of the least senior employee in the same job classification at the garage affected or on an employer-wide basis. Recall shall be in reverse order with the employees with the most seniority recalled first.

Prior to a layoff or reduction in force, the Employer agrees to provide, at no cost to the employee, a physical examination to be performed by the Road Commission's physician and/or the employee's physician of record.

ARTICLE 17. Job Postings

Jobs that are to be filled will be posted for eleven (11) working days and awarded ten (10) working days after the posting is removed. Any employee desiring to bid on a posted job shall make application in accordance with the notice posted and sign the posting within said eleven (11) working days. Employees who are absent during the posting period shall have no claim to the job unless a written application has been made by the end of the posting period.

Senior employees shall be given first opportunity to qualify for such openings, allowing the employee at least thirty (30) days to prove his capabilities for such job, such capabilities to be determined by the Superintendent. When an employee is promoted to a higher classification, he shall be paid the prevailing rate for the classification.

In the event no application is received for a posted job opening, the Board or its representative may select an employee or a new hire for said position.

The Employer will reserve the right to hire from outside if, in the opinion of the Employer, no employee can fill the vacancy or bids are not received from employees in the bargaining unit.

The Employer reserves the right to fill temporary or seasonal assignments without following the bidding procedure for a period of four (4) months.

ARTICLE 18. Union Responsibilities

The Union agrees that its members will perform efficient services, and use its best efforts to protect property and interests of the Employer and will cooperate with the Employer in performance of their duties.

ARTICLE 19. Outside Employment

Employees may be employed outside of the Muskegon County Road Commission with Board approval as long as the outside employment does not and shall not interfere with their work performance while employed at the Muskegon County Road Commission.

ARTICLE 20. Military Leave

The Employer agrees to abide by the provisions of the Federal Universal Military Training and Service Act of 1948, as amended, with respect to reemployment rights of any employees who are covered by the provisions of the Act and to grant leaves of absence in accordance therewith.

ARTICLE 21. Union Business

At the discretion of the Employer, reasonable time off, without discrimination or loss of seniority rights and without pay, will be granted to an employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities; due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE 22. Timecards

(a) If a change, alteration or notation should be made on the timecard, employees shall check with their supervisor or department head. An employee shall be subject to immediate discharge if he clocks in or clocks out another employee's timecard.

(b) Any employee leaving the work area during their normal working hours must clock out at leaving and clock in on return. The supervisor must be notified when the employee leaves the work area for any reason.

(c) Anyone failing to punch the time card in or out shall have a minimum of fifteen (15) minutes deducted from their total daily hours.

(d) Anyone reporting late for work shall be paid the actual hours worked to the nearest quarter (1/4) hour. However, a minimum of fifteen (15) minutes shall be deducted from their total daily hours and Appendix "A" shall apply.

(e) Employees of the Bargaining Unit, unless otherwise directed by a supervisor or other appropriate Employer representative, shall not punch in more than fifteen minutes prior to the start of their scheduled shift.

ARTICLE 23. Work Rules

(a) The Employer reserves the right to publish and enforce, from time to time, new work rules, policies, and regulations. The Union shall have the right to grieve the reasonableness of any new work rule established by the Employer.

(b) The Union agrees that the presently established rules, regulations and policies shall remain in effect and agrees to abide by such rules, regulations and policies.

ARTICLE 24. Subcontracting

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted (if this subcontracting takes work normally performed by employees away from present employees), so long as any employees in the bargaining unit

is on layoff due to lack of work or is put on layoff for lack of work because of such subcontracting.

ARTICLE 25. Hours of Work

(a) WORK WEEK: The regular work week normally consists of a five (5) day, forty (40) hour week starting at 7:00 a.m. Monday through 3:30 p.m. Friday. This is only a definition of a work day and work week.

(b) REST BREAK: Midmorning paid rest period shall be from 9:00 a.m. to 9:15 a.m.

(c) LUNCH PERIOD: Midday non-paid lunch period shall be from 11:30 a.m. to 12:00 noon.

(d) SECOND SHIFT: During the winter maintenance season, the second shift work week, if implemented, shall consist of a five (5) day, forty (40) hour week, starting at 3:30 p.m. Monday through 12:01 a.m. Saturday with a non-paid lunch period to be from 8:00 p.m. to 8:30 p.m. and a fifteen (15) minute paid coffee break between 5:30 p.m. and 12:00 midnight.

(e) If called to work outside his regular working hours, a minimum of three (3) hours compensation at his prevailing hourly rate shall be paid. However, if his work continues to and includes his regular starting shift time, he will be paid for the actual hours worked. (Note: Refer to Article 26, Premium Pay).

(f) QUITTING TIME: No one shall arrive at his assigned garage before fifteen (15) minutes prior to his punch-out time. Stalling on the highway coming into the garage at quitting time shall not be allowed.

ARTICLE 26. Premium Pay and Overtime Assignment

Section 1. Premium Pay

Premium pay shall be computed on the basis of one and one-half (1 1/2) times the regular hourly rate and shall be paid for all hours worked outside of the assigned work shift. Hours of overtime shall be assigned by the Supervisor in keeping with operating efficiency.

Section 2. Overtime Assignment Employee List

Commencing with the 1996 Contract year, the Employer and Union agree to assign overtime on the basis of employee seniority verses equalization by annual number of hours worked. In this regard, it is agreed that the Employer will generate an Employee Overtime Call-In List and that said list will be utilized by the Employer's representatives as the basis for the assignment of overtime work by members of the Union.

The first seniority based Employee Overtime Call-In List will be generated by the Employer as soon as practical after execution of the Contract by the Union and Employer representatives. The Employee Overtime Call-In List will group employees by service garage and job classification grouping. Subsequent to the initial seniority list, the list will be modified, as necessary, to reflect substantive changes such as permanent employee transfers from one service garage to another, employee job classification changes, retirements, new hires, etc.

The Director of Human Resources, Maintenance Superintendent and Director of Traffic Services shall be responsible to generate the seniority based Employee Overtime Call-In List. The revised Employee Overtime Call-In List shall contain an effective date and

time and shall be utilized by the Employer's representatives for the assignment of overtime work. All Employee Overtime Call-In Lists shall contain the checkoff signatures of the Director of Human Resources, the Maintenance Superintendent, Director of Traffic Services and Chief Steward or designated alternate. Employee Overtime Call-In Lists shall be distributed by the Employer representatives to all appropriate Employer representatives for the assignment of employee overtime effective per the specified date and time.

Section 3. Guidelines for Overtime Assignment/Call-In

The Union and the Employer have agreed to assign hours of overtime work on the basis of employee seniority, including service garage and job classification grouping. The Union and Employer have agreed that the implementation, administration and operating procedures regarding the assignment of overtime hours shall be governed by the written agreement of the parties as set forth in a document entitled Guidelines for Overtime Assignment/Call-In and Administration. The parties agree to incorporate by reference, and to abide by the procedures and requirements set forth in the Guidelines for Overtime Assignment/Call-In and Administration.

The Guidelines for Overtime Assignment/Call-In and Administration, as noted above, is contained in a separate document entitled Guidelines for Employees Conduct Relating to the Work Day and Scheduled Breaks, Section 4, pages 1-20, dated November, 1995; as applicable to Maintenance Department employees.

Section 4 Employees shall keep themselves reasonably available for snow and ice removal and other emergency work. In the event an emergency occurs which requires an immediate response,

the Employer may call the closest available employee having the ability to perform the work. If additional employees are needed, the Employer will call according to the overtime lists. If an employee feels that this Article is being violated, he/she will have the right to review all overtime records with his/her steward and immediate supervisor and if a violation is determined to have occurred, the immediate supervisor will make an adjustment in the affected employee's position on the call-in roster to remedy the situation.

Section 5. In the event an overtime work crew cannot be assembled by exhausting the seniority call-in roster, the employees will be called using reverse order of seniority and said employees must report for duty until the desired work crew(s) is assembled.

Section 6. Overtime work will be permitted only when authorized by a foreman or Department Head/Assistant or designated representative.

Section 7. Overtime shall be assigned within separate maintenance units, department or job classifications, as appropriate. Overtime rosters will be based on seniority with the most senior employee at the top of each unit's lists.

Section 8. Any employee that changes from one service garage to another, or changes job classification, will be incorporated into the overtime roster of that service garage and/or job classification.

Section 9. Any employee(s) on approved/authorized vacation, sick or other leave shall not be included in an overtime call-in process until they return to work their next regularly scheduled shift. The Employer reserves the right to call such employee(s) in

an emergency if they are needed and can perform the work; in such case, overtime work shall be the sole option of the employee.

ARTICLE 27. Credit Union

The Employer will continue the existing procedures for the Muskegon Governmental Employees Federal Credit Union.

ARTICLE 28. Funeral Leave

Section 1. Every employee shall be granted twenty four (24) hours of paid leave (other than sick leave) without loss of pay to attend the funeral of his spouse, child, mother, father, sister, or brother.

Each employee shall be granted twenty four (24) hours leave without loss of pay to attend the funeral of his son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren; however, such leave shall be charged against the employee's sick leave accumulation. In the event the employee has no accumulated sick leave, compensation will not be paid.

Section 2. An employee excused from work under this Article shall, after making written application, receive the amount of wages exclusive of shift or any other premiums that he would have earned by working during the straight-time hours on such scheduled days of work for which he was excused.

Section 3. Employees will not be compensated if they are on vacation, or not scheduled to work or utilizing other forms of leave.

Section 4. The Employer may require proof of death and relationship.

ARTICLE 29. Court Leave and Jury Duty

Section 1. Any employee who is subpoenaed as the result of an accident or is involved in an accident while on duty and must attend court shall suffer no loss of pay, but will be paid the difference between court duty pay and his regular pay. In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for court duty and must furnish satisfactory evidence that court duty was performed on the days for which payment is claimed.

Section 2. Any employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty. If the employee otherwise would have been scheduled to work for the Employer and does not work, an amount equal to the difference between (a) the employee's regular straight time hourly rate, exclusive of shift and any other premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work and (b) the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses).

The Employer's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of two hundred forty (240) hours paid leave in a calendar year. In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on

the days for which payment is claimed. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE 30. Worker's Compensation

Section 1 General Provision The employer shall provide Worker's Compensation protection for all employees.

Section 2 Temporary Work Assignment From time to time, employees may experience work related illness or injuries which may result in restrictions that temporarily prohibit or limit an employee's performance of their regular job. In such circumstances, it may be determined that the employee should be returned to work, but with light or restricted duty. **The Union and Employer agree that once such determination is made the employee will be returned to work under the following conditions:**

- 1) That appropriate medical or other related professionals have determined that the employee may return to work with restrictions.
- 2) That an employee "return to work" plan will include coordination with the Employer's representatives in order to (a) determine that light or restricted duty work tasks exist, which determination shall be the sole decision of the Employer, and can be performed by the employee, and (b) that the plan requirements be implemented and the employee be monitored by the appropriate medical or occupational professionals, at the Employer's expense,

and (c) that the employee's progress be subject to periodic evaluation and recommendations for modifications as may be appropriate. Such modifications to include continuation of restricted duty, modification of the restricted duty or other appropriate action.

Further, that the employee "return to work" plan is developed for the employee's transition back to productive work. The employee's return to work plan will be prepared by appropriate medical and/or other professionals, including but not limited to medical or occupational professionals and/or Worker's Compensation administrators.

The Union and the Employer agree that the employee return to work will be temporary and that no permanent light duty or restricted duty positions will be created.

The Union and the Employer agree that an employee's return to work in a restricted capacity will not displace any bargaining unit employees.

The Union and the Employer agree that an employee who is assigned light duty or restricted duty, may be assigned work tasks outside of the employee's normal job classification, however, the employee shall be compensated at his/her current contractual rate of pay for such classification during the performance of the temporary work assignment.

The parties further agree that this section is exclusive of the provisions and/or requirements of the ADA.

ARTICLE 31. Retirement

Effective July 1, 1990, the Employer will pay the employees' contributory share to the pension plan. The Employer will continue the C-1 (old) benefit program retirement allowance in accordance with the Michigan Municipal Employees' Retirement Act. Said benefit program shall include the F55/25 waiver which will permit full retirement allowance at age 55 with a required period of credited service of 25 years.

A retirement window for the B-2 benefit program with F55/25 waiver will be open for sixty (60) days following the signing of this Agreement by the Board for any bargaining unit employee who meets age and years of service credit requirements during said sixty (60) day period and who properly notifies the Employer of his/her desire to retire.

The parties have agreed that effective June 30, 1999, the Employer will provide the B-2 benefit program retirement allowance in accordance with the Michigan Municipal Employee's Retirement Act. Said benefit program shall include the F55/25 waiver which will permit full retirement allowance at age 55 with a required period of credited service of 25 years.

ARTICLE 32. Vacation Leave

Section 1. Hours of Compensated Vacation Leave. Employees covered by this Agreement shall be allowed paid vacation leave on a basis of the following schedule: forty (40) hours after one (1) year of employment, eighty (80) hours after two (2) years of employment, one hundred twenty (120) hours after seven (7) years of employment, one hundred sixty (160) hours after seventeen (17)

years of employment, and two hundred (200) hours after twenty five (25) years of employment.

Section 2. Utilization/Carry Over Vacation leave that is not taken by an employee shall not be accumulated into the next year.

Section 3. Compensation Rate/Eligibility/Schedule Paid vacations shall be in accordance with the schedule hereinafter stated and provided they are eligible:

(a) Compensation Rate An employee that qualifies for compensated vacation leave shall be paid at the employee's regular rate of pay in effect at the time of vacation leave.

(b) Eligibility An employee shall be entitled to receive full vacation pay as hereinafter set forth if such employee has actually performed work for 1,040 hours during his vacation eligibility year. An employee shall be entitled to receive one-half (1/2) vacation pay if he has actually worked 520 hours during his vacation eligibility year, but less than 1,040 hours. Employees working less than 520 hours during a vacation eligibility year shall not earn nor be entitled to vacation credits.

(c) Request for Leave Vacation must be scheduled, in writing, at least fourteen (14) calendar days in advance, if for a period longer than three (3) days. If for three days or less, the employee shall notify, in writing, his immediate supervisor in advance. No vacation shall be taken without the supervisor's written consent.

(d) All vacation leave must be scheduled in advance with the supervisor. Vacation leave may be taken at any time that does not conflict with the needs of the department. In cases of conflict, preference will be given to the employee first making the request,

but if requests are submitted on the same day, then to the most senior requesting employee.

ARTICLE 33. Holidays

Section 1. Designated holidays: All employees who have been continuously employed for a period of ninety (90) days shall receive eleven (11) paid holidays: New Year's Day, Good Friday, Decoration Day, Fourth of July, Labor Day, the Friday before Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and one floating holiday of an employee's choice.

A request for a floating holiday must be made by the individual employee at least five (5) work days in advance of the proposed day off. The employee's immediate supervisor shall have sole discretion, based on operating needs, to grant or deny the request.

Should a paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday and if the holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

Section 2. Holiday Eligibility:

(a) The employee must work his regularly scheduled work day prior to the holiday and his regularly scheduled work day following the holiday, unless his absence prior to or after the holiday has been approved, in writing, by the supervisor.

An employee who is scheduled to work the day prior to and the day following a holiday shall be allowed to be tardy by two (2) hours from his regular starting time, provided however, he is making an attempt to get to work and has called his supervisor to

inform his Supervisor of his problem and his supervisor is satisfied that his tardiness is justified.

(b) If an employee is on layoff, an unpaid leave of absence or receiving sickness and accident benefits at the time the holiday occurs, he will not be paid for the holiday.

(c) In addition to holiday pay for time not worked, if an eligible employee works on the actual day of the designated holiday, he shall also be paid the rate of one and one-half (1 1/2) times his regular straight-time rate for the hours so worked.

(d) Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered a chargeable vacation leave day.

ARTICLE 34. Insurance

Section 1. Benefit Dollar Allocation: During the life of this contract, each employee will be annually allocated a specific number of benefit dollars. The allocation amount is based on each employee's number of dependents eligible for coverage. Upon execution of the contract by the Union and the Employer, the benefit dollar allocation account of each employee shall be:

<u>Status</u>	<u>Benefit Dollar Allocation Account</u>
Single	\$2,140
Two Person	\$4,180
Family	\$4,590

The employees benefit dollar allocation will be utilized to purchase health insurance, dental insurance, life insurance and

sick and accident insurance, as more fully described herein. Employees may supplement the benefit allocation dollars from their flexible spending account dollars to purchase insurance.

All employees must participate in the core insurance program consisting of health insurance, dental insurance, life insurance, and sick and accident insurance plans made available by the Employer. Employees can make elections for health insurance coverage, and life insurance, subject to the other provisions of this Agreement.

Should an employee have a "life event" as defined by the health insurance carrier, enrollment and the number of dependents can be changed at a time other than the open enrollment period provided the employee provides written notification to the office of the Director of Human Resources within five (5) days of the event.

In the event that the sum of monthly premiums for a health plan, life insurance, sickness and accident insurance, and dental insurance exceeds that of the benefit dollar allocation, the employee will sign an authorization form authorizing a payroll deduction to make up the difference between the amount contributed by the Employer as the benefit allocation and the premium costs for coverage. Employees may also use all or any portion of their flexible spending accounts as defined hereafter to make up such difference. Should the amount of benefit dollars exceed the sum of costs for benefits, the excess amount will, in accordance with law, be available to the employee through his or her flexible spending account to be used for other purposes permitted by law.

Section 2. Flexible Spending Accounts: The Employer will make available flexible spending accounts for each employee on the active payroll. The Employer will contribute to the account according to the number of the employee's dependents eligible for coverage. The following amounts will be contributed by the Employer to the flexible spending accounts:

	<u>Effective 07/01/95</u>	<u>Effective 07/01/96</u>	<u>Effective 07/01/97</u>	<u>Effective 07/01/98</u>
Single	\$210	\$210	\$310	\$460
Two Person	\$365	\$365	\$465	\$615
Family	\$724	\$724	\$824	\$974

Eligible employees will be able to contribute additional dollars to the flexible spending account through payroll deduction in amounts consistent with Federal and State law.

Any dollars remaining in flexible spending accounts at the end of each contract year will revert back to the Employer as stipulated by law.

Section 3. Health Insurance: The Employer will designate a base health insurance plan. The Employer reserves the right to select and/or change the designated base plan carrier. Coverage is available for any individual employee who elects coverage and who has an amount sufficient to pay for such coverage available from the benefit dollar allocation for that employee or who chooses to supplement such allocation through payroll deduction. Should an employee who is eligible for an annual allocation elect alternate group coverage benefits through a family member not employed by the Employer herein, the Employer will provide the employee with a maximum annual payment of one thousand dollars (\$1,000.00).

Payment will be made monthly on a prorata basis and is subject to standard deductions and withholding. Proof of alternate coverage is required and must be presented before the Employer's due date for submission of payments to the health insurance plan.

The health insurance plan will include such utilization control programs as determined by the Employer to promote the most cost-effective means by which health care services are provided to its employees. Utilization control programs include, but are not limited to, the following for all in-patient and out-patient hospital services:

- (a) Pre-certification
- (b) Second Opinion
- (c) Concurrent Review
- (d) Case Management
- (e) Coordination of Benefits

Utilization control programs will be used for in-patient and out-patient mental health and substance abuse treatment.

In addition to the foregoing, the Employer reserves the right to implement an alternate pharmacy benefit as a cost containment measure.

The Employer will pay the full premium cost of the base health plan for any retiree not yet eligible for medicare (those under age 65). For retirees covered under Medicare (Parts A and B) the Employer will pay the full premium cost of a Medicare complementary insurance policy. Retiree coverage will not cover any spouse and/or dependents.

When employment and seniority are interrupted by discharge, quit, or strike, or when an employee is on an unpaid leave of absence, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later. The Employer will contribute one-half (1/2) of the cost of the premium for the employee's hospitalization insurance under the Employer's plan for an employee on layoff subject to Article 15 - (8) for a period not to exceed six (6) months. Employees may carry insurance at their own expense and at their option.

Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.

It is specifically understood and agreed that benefits of the health insurance cease upon death of the employee whether or not the period of the policy is exhausted and, in the event the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.

Any employee electing to transfer from the Employer's health insurance plan to health care coverage under an alternate plan must notify the Employer of this intent during the open enrollment period.

Section 4. Life Insurance: The Employer will provide each employee with ten thousand dollars (\$10,000) of life insurance coverage. Said coverage will be increased to twenty thousand dollars (\$20,000) to be effective as soon as reasonably practicable after signing of this Agreement.

When employment and seniority are interrupted by layoff, discharge, quit, strike, or when an employee is on an unpaid leave of absence, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

Section 5. Sick and Accident Insurance: The Employer will provide for each eligible employee, throughout the duration of this Agreement and at no cost to the employee, sick and accident insurance coverage which will provide up to two hundred (\$200) per week benefit for a maximum of twenty six (26) weeks.

When employment and seniority are interrupted by layoff, discharge, quit, strike, or when an employee is on an unpaid leave of absence, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

Section 6. Dental Insurance: The Employer will provide dental insurance coverage for each employee, spouse and dependent(s). The Employer reserves the right to select and/or change the carrier for its plan. The plan will pay fifty percent (50%) of Class I and fifty percent (50%) of Class II benefits with a maximum benefit of one thousand dollars (\$1,000.00) per person per contract year as defined by the plan.

<u>Class I Benefits</u>	<u>Plan Pays</u>	<u>Patient Pays</u>
Diagnostic	50%	50%
Preventive	50%	50%
Emergency Palliative	50%	50%
Radiographs	50%	50%
Oral Surgery	50%	50%
Restorative	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%
 <u>Class II Benefits</u>		
Prosthetic Appliances	50%	50%

Section 7. Joint Labor/Management Benefits Committee: A committee will be created with members designated by both labor unions and management for the purpose of discussion of benefits-related issues and to assess the benefit program's performance. The committee will consist of one (1) member from the SEIU bargaining unit, two (2) members from the Teamsters bargaining unit, one (1) member from the non-bargaining unit, one (1) member from supervision, and one (1) member from management for a total of six (6) members.

ARTICLE 35. Annual Longevity Bonus

The following Longevity Plan will be paid to all qualified employees who are actively on the payroll as of December 1, of any year and to qualified employees who may not be actively on the payroll as of December 1, but who have not terminated their employment with the Road Commission.

<u>Years of Full-Time Continuous Services as of December 1 Each Year</u>	<u>Applied Percentage to Prior Calendar Year's Earnings</u>
5 through 9 years	1 1/4
10 through 14 years	2 1/2
15 through 19 years	3 3/4
20 and over	5

ARTICLE 36. Safety Regulations

It shall be the responsibility of each employee to report to his supervisor any malfunction of equipment or any unsafe working conditions which he may observe.

Employees are expected to know, understand and comply with all safety plans and safety regulations.

A Safety Committee shall be composed of two (2) Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety.

When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety act, the employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the safety committee for consideration and recommendation.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained to his immediate supervisor. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents prior to the start of his next shift. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

It is the duty of the employee and he shall immediately or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by

the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by the employee or any other employee as being in an unsafe operating condition until same has been approved as being safe by supervisory personnel.

When an occasion arises where an employee gives written notice (on forms in use by the Employer) of an unsafe condition regarding the Employer's property, buildings, facilities, vehicles, equipment and/or work site(s), and receives no satisfactory response from supervisory personnel, he shall take the matter up with the Safety Committee and forward written notice to the Director of Safety.

ARTICLE 37. Sick Leave

Section 1. Eligibility: After an employee has been continuously employed for a period of twelve (12) calendar months, eight (8) hours per calendar month sick leave, with pay, shall be allowed to such employee, accumulating to a maximum total of twelve hundred (1,200) hours. An employee must work at least eighty (80) hours in a calendar month or draw vacation pay for eighty (80) hours in a calendar month to be entitled to the eight (8) hours per month credit for sick leave.

In any calendar year, an eligible employee will be paid from the first day of absence due to sickness or injury for the first four (4) occurrences for which sick leave is utilized provided the employee has accumulated sick leave benefits. Commencing with the fifth (5th) occurrence an eligible employee shall not receive sick leave pay for the first three days of absence due to illness or

injury unless the employee is hospitalized, in which event, the employee will be paid sick leave benefits from the date he is hospitalized.

An "occurrence" is a single absence day or multiple days of absence taken at one time.

Excluded as an "occurrence" are medically directed out-patient care and follow-up examinations and/or therapy and three (3) one-half (1/2) day absences for attendance at a doctor or dentist appointment which cannot otherwise be arranged during off-duty hours.

The Employer may require proof of medical care when not chargeable as an "occurrence" as noted above.

This section does not apply if an employee's absence is compensable under Worker's Disability Compensation.

No employee shall be eligible for, or accumulate, paid sick leave during a leave of absence, or paid sick leave, nor will sick leave credits accumulate during layoff. When a laid off employee returns to work, his previous unused sick leave shall be placed to his credit.

For employees hired the first through the fifteenth of the month, their sick leave base date will be the first of the month, and if hired the sixteenth through the last of the month, the base date will be first of the next month.

Sick leave may not be used for vacations but shall be available for use by employees in the bargaining unit for the following purposes:

- (a) Personal illness;
- (b) Personal leave in accordance with Article 39;
- (c) Funeral leave in accordance with Article 28.

No employee may draw more than eighty (80) hours of paid sick leave during a two (2) week pay period.

Any employee who has accumulated a minimum of six hundred (600) hours in his sick leave bank as of January 1 each year shall be credited with an additional sixteen (16) hours sick leave until the maximum accumulation of twelve hundred (1,200) hours is reached.

Section 2. Notification and Verification: All full-time employees asking for credit for sick leave must notify the Supervisor by phone or messenger at least one (1) hour before the start of the day for which credit is asked. Failure to notify the Supervisor will result in lost time.

Each supervisor shall be responsible for reviewing and approving employee requests for sick leave. Employees are required to give daily notification to their Supervisor of the necessity for taking sick leave. Notification must be given at least one (1) hour before the start of each work day of inability to work because of sickness. The Supervisor shall refuse to allow paid sick leave where, in his judgment, there is insufficient evidence to support the employee's claim or where the employee has not given timely notice, as above. A doctor's report may be requested and must be submitted by the employee if the Supervisor believes such leaves are being abused, otherwise, no paid sick leave will be granted.

When absent on paid sick leave, the employee may be required to submit a medical certificate or other proof of adequate reason for absence on such leave. Otherwise, sick leave pay may be denied. The Employer shall have the right to have the employee examined by its expert(s)

An employee, if requested, will be required to submit to a medical or psychological examination following an illness or injury to determine if he/she is able to return to work without limitations or restrictions.

Section 3. Worker's Compensation: Injured employees drawing Worker's Compensation Insurance benefits are to be granted forty (40) hours sick leave during the first week of disability and are to be granted upon request up to sixteen (16) hours sick leave to supplement for each calendar week of disability after the sixth (6th) day of disability until such time as accrued sick leave benefits accumulated to his credit have been exhausted.

ARTICLE 38. Severance Pay

When an employee retires and meets the minimum requirements for retirement under the Municipal Employees Retirement System or should an employee die while actively employed by the Muskegon County Road Commission, said employee or the employee's estate shall be paid an amount equal to fifty percent (50%) of his accumulated sick leave credits, not to exceed six hundred (600) hours.

ARTICLE 39. Personal Leave Days

Full-time employees shall be eligible for twenty four (24) hours personal leave per calendar year, which may be taken in no less than one-half (½) day increments (four [4] hours if the regular work day is eight [8] hours or five [5] hours if the regular work day is ten [10] hours), providing they meet the following conditions:

(a) Requests shall be in writing, submitted three (3) days prior to taking the day and approved by the Immediate Supervisor. The employee's Immediate Supervisor may waive the three (3) day notice requirement in cases of emergency. The grant or denial of a personal leave day requested other than with the three (3) day prior notice shall not be the proper subject for a grievance.

(b) Personal leave days shall not be cumulative and if not used within the calendar year, they shall be forfeited.

(c) Personal days shall not be granted the day before or the day following holidays, weekends or vacations unless approved by Supervision. Denial of such request shall not be subject to the Grievance Procedure.

(d) The twenty four (24) hours of personal leave will be deducted from the employee's accumulated sick bank, provided the employee has accumulated sick time to use; otherwise, the personal leave will be without pay.

ARTICLE 40. Discharge or Discipline Suspensions

Section 1. Representation: A seniority employee who is discharged for just cause or given disciplinary time off from work shall be allowed to counsel with his steward. Any employee who is

given a discharge or disciplinary time off shall receive written notice thereof which shall state the nature of the offense and the disciplinary action taken.

Section 2. Acknowledgement of Discipline: The employee will be required to acknowledge receipt of written discipline except that the employee may request the presence of a steward prior to signing. It shall clearly indicate that the employee's signature does not mean that he agrees to the charges or penalties.

Section 3. Work Rules Offense/Penalties: Work rules, including disciplinary tables, are adopted, in form as set forth in Appendix "A" attached hereto and by this reference incorporated herein.

ARTICLE 41. Savings Clause

Section 1. In the event that any provision of this Agreement shall, at any time, be declared invalid by any Court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 42. General Provisions

(a) The Employer, at its expense, may for cause and/or as part of a recognized wellness program, require the employee to submit to an examination or to verify the employee's ability to work without limitations or restrictions.

(b) The Employer will continue to use biweekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

(c) Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

(d) Employees shall have the responsibility of turning in all equipment and property at termination of employment. Failure to turn in equipment and property will result in loss of terminal benefits.

(e) All employees shall be required to have a telephone in their residence.

(f) All employees shall be required to have a valid driver's license and any endorsements required by state or federal law.

(g) Construction: The employees assigned to a construction project may be required to report in and out at the job site. The employee will be paid mileage at the current IRS rate per mile, from his/her assigned garage site to and from the construction job site, for those days he/she reports to that project. The employee shall not be required to use his/her own vehicle for any other reason except to report to the construction site.

(h) The parties agree that when the Sign Truck is in operation, the Sign Erector or Truck Driver will be responsible for operating the controls in the Bucket. When the Cherry Picker is in operation, the Sign Erector or Truck Driver will be responsible for operating the controls.

ARTICLE 43. Tool Allowance

Section 1. A tool allowance of ninety five dollars (\$95.00) a year payable during the month of January, will be given to employees presently in the classification of Mechanics. Present tools will be inventoried on April 1, 1981, and needed tools will be replaced at the expense of the Employer and will remain the property of the Employer.

Section 2. New hires and transferees will be responsible to provide their own hand tools as a condition of employment in the classification of Mechanics and Welders.

ARTICLE 44. Emergency Response

Pursuant to Act No. 390 of the Public Acts of 1976, as amended and otherwise known as the "Emergency Preparedness Act", the Employer and the Union acknowledge that the Employer represents a public sector emergency response organization that serves the citizens and motoring public of Muskegon County. The parties further acknowledge that the Employer is a signatory to the "Muskegon County Emergency Preparedness Plan" which was promulgated under the provisions and requirements of the Act in order to provide for the protection and recovery of the County and it's citizens from natural and/or man-made disasters.

The Employer and the Union agree that when a state of emergency or disaster is declared by appropriate County/State officials and the disaster emergency plan is activated, that the Employer shall have the full authority to act in compliance with the stipulations and requirements of the Emergency Preparedness Act as may be in the best interests of the Road Commission and as the

lead agency of the Public Works Annex of the Muskegon County Emergency Preparedness Response Plan.

ARTICLE 45. Family Medical Leave Act

Section 1. General Provisions

The Employer shall offer Family Medical Leave for all employees of the Bargaining Unit, subject to the requirements of the Act and as set forth below.

Section 2. Family and Medical Leave

To be eligible for a family medical leave, an employee must have worked for the Employer for at least twelve (12) months and at least 1,250 hours during the 12-month period immediately preceding the date the leave commences. A "rolling" 12-month period measured backward from the date an employee uses any Family and Medical Leave Act (FMLA) leave will be used for calculating leave requests.

Eligible employees may take up to twelve (12) work weeks of leave during any 12-month period for the:

- Birth/Care of their child.
- Placement of a child for adoption or foster care.
- Care for their spouse, child or parent who is suffering from a serious health condition.
- Employee's own serious health condition which causes the employee to be unable to perform his or her work duties.

Such leave will be without loss of seniority or hospital/medical benefits, and with the assurance that the employee will be returned to his or her position, or equivalent position, at the end of the approved leave of absence (not to exceed 12 work weeks).

If an FMLA leave is granted for a period of more than twelve weeks, it shall require the approval of the Employer. The employee will continue premium contributions that were in effect prior to the leave and will be subject to pay their portion of any premium increases that occur during the leave duration. An employee has no greater right to job restoration or to other benefits than if the employee had been continuously employed during the leave period.

During the leave, employees shall use accrued sick leave, personal leave, and/or vacation leave, as appropriate. An employee who qualifies for FMLA leave will be permitted to elect the order of utilization of compensated leave available to the employee i.e. sick leave, and/or vacation leave, until all such accumulated leave is exhausted, at which time said leave shall be without compensation. Upon exhaustion of the paid leave, any portion of the remaining twelve work weeks of leave available under the FMLA, if any, will be unpaid. The paid leave used is counted as part of the twelve-week period.

A family or medical leave of up to twelve (12) work weeks for the birth/care of a child, or placement of a child for adoption or foster care, shall expire at the end of the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave starts, it will expire no later than the end of the 12-month period. For example, an employee who requests a leave at the start of the 12th month (of the 12-month period from the date of birth of placement) is entitled to only four (4) weeks of FMLA leave.

An eligible employee who foresees the need for a leave under the FMLA will notify the Employer in writing not less than thirty

(30) calendar days in advance of the date the leave is to start. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

When the leave is necessitated by the employee's own serious health condition, or that of his or her spouse, child or parent, the employee must provide the Employer with medical certification verifying the need for such leave. The Employer may require the employee to obtain a second medical opinion, at the Employer's expense. The second health care provider may not be employed on a regular basis by the Employer. If the opinion of the first and second health care provider differ, the Employer may require a third opinion, again at the Employer's expense, from a health care provider mutually agreed upon by the Employer and the employee. The third opinion shall be final and binding. The Employer may require periodic medical recertification from the employee during the leave period. Furthermore, if the leave is necessitated by the employee's own serious health condition, the employee will be required, before his or her return to work, to provide medical certification that he or she is able to resume work.

The FMLA leave can be taken intermittently or on a reduced work schedule when there is a medical necessity and with the approval of the Employer.

Employees on an approved leave under the Act will report to the Employer, at reasonable intervals designated by the Employer, regarding his or her status and intent to return to work upon conclusion of the leave.

Although an employee on an approved leave of absence pursuant to this section will continue to be covered under the Employer's

then-current applicable group hospital/medical plan, an employee who fails to return to work at the end of the 12-week period will be required to repay the Employer for the cost of the Employer-paid benefits during any portion of the FMLA leave that is unpaid unless said failure to return is the result of the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

To the extent that any provision of this article conflicts with the FMLA, the language of the Act will prevail.

ARTICLE 46. Working out of Classification

When additional, supplemental and/or replacement manpower is required to meet the needs of the Commission, the Employer's representatives shall have the right to transfer and/or reassign members of the bargaining unit to perform job duties, work tasks and/or work assignments that are outside the employee's job classification; said reassignment resulting in the employee working out of his or her job classification. Reassignment(s) resulting in employees working out of their Job Classification shall be subject to the following conditions:

- (1) The employee must possess the qualifications and skills required to perform the work.
- (2) The reassignment to an out of classification job may be made for periods of time up to twelve months, exclusive of training or permanent assignment.
- (3) Employee reassignments may be made out of classification that are above or below the employee's current Job Classification.

- (4) Employees reassigned to work out of classification in higher classifications than their regular Job Classification, shall be compensated at the rate of pay set forth in Appendix "B" Wage Schedule, Column A, as may be applicable to the reassigned Job Classification and continue for the duration of such reassignment. Employees working out of classification, in job classifications lower than their regular Job Classification, shall be compensated at their regular rate of pay for the duration of such reassignment out of classification.
- (5) The payment of increased compensation to an employee for working out of his or her regular job classification, as noted in number (3) above, shall only be made or paid if the employee's reassignment to such out of classification work exceeds five uninterrupted work days or shifts. The threshold for the payment of increased compensation for out of classification work, when met, shall commence at the beginning of the sixth work day or shift of an employee's out of classification duty and continue for the duration of such reassignment, including retroactive compensation for the hours of work performed during work days or shifts applicable to one through five.
- (6) The assignment of an employee to out of classification work shall be made for temporary and/or seasonal assignments that may be in the interest of the Employer, however, such assignment of duty shall not be made to avoid the permanent assignment of work. The out of classification assignment of work of an employee may include the reassignment to another

service garage location and/or another department or job classification at the employee's regular service garage location.

ARTICLE 47. Termination Date

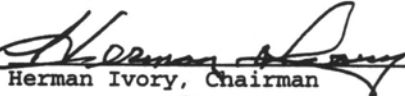
This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, 1999.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided or if each party giving a notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Executive Suites Office Complex, 900 Third Street, Suite 103, Muskegon, Michigan 49440 and if to the Employer addressed to 7700 East Apple Avenue, Muskegon, Michigan 49442 or to any such address as the Union or the Employer may make available to each other.

BOARD OF COUNTY ROAD
COMMISSIONERS OF MUSKEGON
COUNTY


Herman Ivory, Chairman


C. Bruce Privacky, Vice Chairman


Gary Conrad, Commissioner

Date: 9-20-86

TEAMSTERS, STATE, COUNTY AND
MUNICIPAL WORKERS, LOCAL #214



Fred Bennett, Representative
for Local #214


Chief Steward


Steward

Date: September 19, 1986

APPENDIX "A"

WORK RULES

MUSKEGON COUNTY ROAD COMMISSION RULES AND REGULATIONS

The following Working Rules are adopted so that all employees will know what is expected of them. Serious offenses call for more severe penalties than minor infractions, so these Rules set up different penalties.

These rules do not supersede any provision of the Union contract and any employee who believes that a penalty has been improperly or unfairly imposed may file a grievance under the Grievance Procedure in this contract. However, the Union believes that these are reasonable rules.

The Road Commission, upon notice to the Union, may revise these Rules and Regulations at any time.

MAJOR OFFENSES

The following are considered as Major Offenses, the offense listed first with penalty following:

1. Major chargeable accident after full investigation, i.e., one in which there is bodily injury caused by negligence of the employee.

Discharge and loss of benefits.

2. Theft or dishonesty of any kind.

Discharge and loss of benefits.

3. Unauthorized carrying of passengers.

Discharge and loss of benefits.

4. Falsification of Personnel Records.
Discharge and loss of benefits.
5. Immoral conduct or indecency.
Discharge and loss of benefits.
6. Possession of alcoholic beverages and/or controlled substances while on duty or on the Employer's property.
Discharge and loss of benefits.
7. Absent three (3) consecutive days without notifying the Commission of the reason.
Voluntary quit.
8. Possession of weapons without permission on Commission time or its premises at any time.
Discharge and loss of benefits.
9. The sale of controlled substances without prescription or license.
Discharge and loss of benefits.
10. Conviction of a felony.
Discharge and loss of benefits.
11. Flagrant disobeying of orders or failure or refusal to do work assigned.
Discharge and loss of benefits.
12. Fighting during working hours.
Discharge and loss of benefits.
13. Doing any kind of work while on sick leave.
Discharge and loss of benefits.
14. Taking time off after having the time refused by a Foreman.
First offense - Written Reprimand, with five (5) work days off without pay.
Second offense - Discharge and loss of benefits.
15. Conviction of reckless driving.
Discharge and loss of benefits.

16. Solicitation or acceptance of a fee, gift or other thing of value from any person in connection with his work.

Discharge and loss of benefits.

17. Negligent or intentional conduct that results in injury to person or property.

Discharge and loss of benefits.

MINOR OFFENSES

The following are considered as Minor Offenses, except where they are repeated, the offense listed first with penalty following:

A. ACCIDENTS

1. Minor chargeable accident (property damage only).

First offense - Written Reprimand
Second offense - Written Reprimand and three (3) work days off without pay
Third offense - Written Reprimand and five (5) work days off without pay
Fourth offense - Discharge and loss of benefits.

2. Failure to report all accidents promptly and personal injury or major accidents immediately.

First offense - Written Reprimand
Second offense - Written Reprimand and three (3) work days off without pay
Third offense - Discharge and loss of benefits.

B. EQUIPMENT

1. Careless or reckless operation of Employer's vehicles.

First offense - Written Reprimand
Second offense - Written Reprimand and three (3) work days off without pay
Third offense - Discharge and loss of benefits.

2. Failure to report defective/unsafe conditions.

First offense - Written Reprimand
Second offense - Written Reprimand and three (3) work days off without pay
Third offense - Discharge and loss of benefits.

3. Unauthorized use of motor vehicles or equipment.

- First offense - Written Reprimand with five (5) work days off without pay
- Second offense - Written Reprimand with ten (10) work days off without pay
- Third offense - Discharge and loss of benefits.

4. Failure to report breakdowns promptly.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) work days off without pay
- Third offense - Discharge and loss of benefits.

C. CONDUCT

1. Sleeping on duty, loitering or wasting time by any method during working hours.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) work days off without pay
- Third offense - Discharge and loss of benefits.

2. Gambling and/or card playing on Employer's time or premises.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) work days off without pay
- Third offense - Discharge and loss of benefits.

3. Failure to wear safety equipment.

- First offense - Written Reprimand
- Second offense - Written Reprimand and five (5) work days off without pay
- Third offense - Written Reprimand and ten (10) work days off without pay
- Fourth offense - Discharge and loss of benefits.

4. Disregard of common safety practices.

- First offense - Written Reprimand and five (5) work days off without pay
- Second offense - Written Reprimand and ten (10) work days off without pay
- Third offense - Discharge and loss of benefits.

5. Horseplay or scuffling.
 - First offense - Written Reprimand and five (5) work days off without pay
 - Second offense - Written Reprimand and ten (10) work days off without pay
 - Third offense - Discharge and loss of benefits.

6. Drinking prior to reporting for duty where employee's condition is such that it may affect the proper performance of his duties.
 - First offense - Written Reprimand and five (5) work days off without pay
 - Second offense - Written Reprimand and ten (10) work days off without pay
 - Third offense - Discharge and loss of benefits.

7. Discourtesy to the public.
 - First offense - Written Reprimand
 - Second offense - Written Reprimand and three (3) work days off without pay
 - Third offense - Discharge and loss of benefits.

8. Failure to follow designated routes and/or instructions.
 - First offense - Written Reprimand
 - Second offense - Written Reprimand and three (3) work days off without pay
 - Third offense - Discharge and loss of benefits.

9. Taking lunch period at time other than specified in Union Agreement without permission.
 - First offense - Written Reprimand
 - Second offense - Written Reprimand and three (3) work days off without pay
 - Third offense - Discharge and loss of benefits.

D. ATTENDANCE

- 1(a) Reporting Late for Work when the employee has given the Employer prior notice that he/she will be arriving late for work:
 - First offense - Written Reprimand
 - Second offense - Written Reprimand
 - Third offense - Loss of one (1) work day without pay
 - Fourth offense - Loss of three (3) work days without pay
 - Fifth offense - Discharge and loss of benefits.

1(b) Reporting Late for Work when the employee gives no prior notice that he/she will be arriving late for work.

- First offense - Written Reprimand
- Second offense - Loss of one (1) work day without pay
- Third offense - Loss of three (3) work days without pay
- Fourth offense - Discharge and loss of benefits.

"Notice" as used in D. 1(a) and D. 1(b) refers to an employee calling the Employer on the telephone before the start of his/her assigned hours of work.

The parties agree that discipline will not be imposed for arriving late for work only in that unique circumstance(s) where, after investigation, it is established an employee was travelling to work and had a vehicular breakdown/mishap at a location or under circumstances where giving notice was impossible. Forgiveness of discipline under these circumstance(s) shall not constitute precedent against the Employer as evidence of any discriminatory application of the Work Rules dealing with Reporting Late for Work.

2. Attendance Notice.

Failure to notify foreman at least thirty (30) minutes prior to start of shift when unable to report for work. These penalties will not apply where satisfactory proof is given that notification by the employee was not possible.

- First offense - Written Reprimand
- Second offense - Loss of one (1) work day without pay
- Third offense - Loss of three (3) work days without pay
- Fourth offense - Discharge and loss of benefits.

3. Excessive absenteeism.

- First offense - Written Reprimand
- Second offense - Written Reprimand and five (5) work days off without pay.
- Third offense - Discharge and loss of benefits.

E. REPORTS

1. Failure to make out necessary reports.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) work days off without pay
- Third offense - Discharge and loss of benefits.

F. GENERAL

1. Distributing or circulating literature, petitions or any written or printed matter of any description on the Employer's time and without permission from the Employer.

First offense - Written Reprimand
Second offense - Written Reprimand and three (3)
work days off without pay
Third offense - Discharge and loss of benefits.

2. Posting or removal of notices, signs, or written or printed matter of any type on the bulletin boards on the Employer's property without permission from the Employer, except as provided by this Agreement.

First offense - Written Reprimand
Second offense - Written Reprimand and three (3)
work days off without pay
Third offense - Discharge and loss of benefits.

3. Three (3) reprimands in a sixty (60) day period.

Three (3) work days off without pay.

Four (4) reprimands in a sixty (60) day period.

Discharge and loss of benefits.

4. Three (3) disciplinary layoffs.

Discharge and loss of benefits.

A warning notice in writing, with a copy to the steward, must be given for infractions of any Rules or Regulations.

Reprimands not including loss of pay, will not be used for disciplinary reasons after one (1) year from the date of the reprimand. Discipline, including loss of pay, may be used for disciplinary purposes for thirty six (36) months following the date discipline was imposed.

APPENDIX "B"
1995 - 1996
WAGE SCHEDULE (1)

Effective the first full payroll period after July 1, 1995.

	<u>Column A(2)</u>	<u>Column B(2)</u>
<u>HOURLY</u>		
HYDRAULIC/WELDER REPAIRMAN (3)	\$13.43	\$13.49
SIGN FABRICATOR (3)	\$13.43	\$13.49
SIGN ERECTOR	\$13.02	\$13.09
MECHANICS	\$13.02	\$13.09
WELDERS	\$13.02	\$13.09
HEAVY EQUIPMENT OPERATORS (4)	\$13.02	\$13.09
TRUCK DRIVERS	\$12.71	\$12.71
COMMON LABOR	\$12.32	\$12.37

- (1) When new types of equipment for which rates of pay are not established by this Agreement are put into use within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.
- (2) The rate in Column A shall be the hourly rate for the first twelve (12) months of uninterrupted employment in that particular classification and the rate in column B shall be the hourly rate after completion of twelve (12) months of uninterrupted employment in that particular classification.
- (3) Any employee assigned to this classification shall not be allowed to bid to any other classification at any time. Position is frozen.
- (4) Heavy Equipment Operators will have a probationary period of six (6) months and upon successful completion of the probationary period will receive the top pay of that classification. This classification includes the following types of equipment: Cranes, Gradalls, Bulldozers, and Motor Graders.

APPENDIX "B"
1996 - 1997
WAGE SCHEDULE (1)

Effective the first full payroll period after July 1, 1996.

<u>HOURLY</u>	<u>Column A(2)</u>	<u>Column B(2)</u>
HYDRAULIC/WELDER REPAIRMAN (3)	\$13.77	\$13.83
SIGN FABRICATOR (3)	\$13.77	\$13.83
SIGN ERECTOR	\$13.35	\$13.42
MECHANICS	\$13.35	\$13.42
WELDERS	\$13.35	\$13.42
HEAVY EQUIPMENT OPERATORS (4)	\$13.35	\$13.42
TRUCK DRIVERS	\$13.03	\$13.03
COMMON LABOR	\$12.63	\$12.68

- (1) When new types of equipment for which rates of pay are not established by this Agreement are put into use within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.
- (2) The rate in Column A shall be the hourly rate for the first twelve (12) months of uninterrupted employment in that particular classification and the rate in column B shall be the hourly rate after completion of twelve (12) months of uninterrupted employment in that particular classification.
- (3) Any employee assigned to this classification shall not be allowed to bid to any other classification at any time. Position is frozen.
- (4) Heavy Equipment Operators will have a probationary period of six (6) months and upon successful completion of the probationary period will receive the top pay of that classification. This classification includes the following types of equipment: Cranes, Gradalls, Bulldozers, and Motor Graders.

APPENDIX "B"
1997 - 1998
WAGE SCHEDULE (1)

Effective the first full payroll period after July 1, 1997.

<u>HOURLY</u>	<u>Column A(2)</u>	<u>Column B(2)</u>
HYDRAULIC/WELDER REPAIRMAN (3)	\$14.11	\$14.18
SIGN FABRICATOR (3)	\$14.11	\$14.18
SIGN ERECTOR	\$13.68	\$13.76
MECHANICS	\$13.68	\$13.76
WELDERS	\$13.68	\$13.76
HEAVY EQUIPMENT OPERATORS (4)	\$13.68	\$13.76
TRUCK DRIVERS	\$13.36	\$13.36
COMMON LABOR	\$12.95	\$13.00

- (1) When new types of equipment for which rates of pay are not established by this Agreement are put into use within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.
- (2) The rate in Column A shall be the hourly rate for the first twelve (12) months of uninterrupted employment in that particular classification and the rate in column B shall be the hourly rate after completion of twelve (12) months of uninterrupted employment in that particular classification.
- (3) Any employee assigned to this classification shall not be allowed to bid to any other classification at any time. Position is frozen.
- (4) Heavy Equipment Operators will have a probationary period of six (6) months and upon successful completion of the probationary period will receive the top pay of that classification. This classification includes the following types of equipment: Cranes, Gradalls, Bulldozers, and Motor Graders.

APPENDIX "B"
1998 - 1999
WAGE SCHEDULE (1)

Effective the first full payroll period after July 1, 1998.

	<u>Column A(2)</u>	<u>Column B(2)</u>
<u>HOURLY</u>		
HYDRAULIC/WELDER REPAIRMAN (3)	\$14.50	\$14.57
SIGN FABRICATOR (3)	\$14.50	\$14.57
SIGN ERECTOR	\$14.06	\$14.14
MECHANICS	\$14.06	\$14.14
WELDERS	\$14.06	\$14.14
HEAVY EQUIPMENT OPERATORS (4)	\$14.06	\$14.14
TRUCK DRIVERS	\$13.73	\$13.73
COMMON LABOR	\$13.31	\$13.36

- (1) When new types of equipment for which rates of pay are not established by this Agreement are put into use within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.
- (2) The rate in Column A shall be the hourly rate for the first twelve (12) months of uninterrupted employment in that particular classification and the rate in column B shall be the hourly rate after completion of twelve (12) months of uninterrupted employment in that particular classification.
- (3) Any employee assigned to this classification shall not be allowed to bid to any other classification at any time. Position is frozen.
- (4) Heavy Equipment Operators will have a probationary period of six (6) months and upon successful completion of the probationary period will receive the top pay of that classification. This classification includes the following types of equipment: Cranes, Gradalls, Bulldozers, and Motor Graders.

APPENDIX "C"
MUSKEGON COUNTY ROAD COMMISSION
POLICY
for
DOT SUBSTANCE ABUSE

The United States Department of Transportation has published regulations requiring drug testing with the overall goal of ensuring a drug free transportation environment, in turn, reducing accidents and casualties in motor carrier operations. It is no secret that the use of drugs including alcohol as well as other controlled substances represents a serious health risk to the user of the drug, as well as a safety hazard to the general public, particularly in the context of the use and operation of commercial motor vehicles.

Our philosophy on the detrimental effects of drugs in an individual's life and the added safety risk posed by drug use in the work place is clear. There is no place for drug use or the lingering effects of "off hours use" that can be tolerated in our work environment. This policy establishes fitness for duty.

This substance abuse policy was established in order to comply with the regulations as well as promote and maintain a safe and healthful working environment for all employees.

I. Definitions

Where used in this policy statement, the following shall have the meaning set forth below:

Driver - Is an employee who is required to hold a Commercial Drivers License and who: 1) operates a commercial motor vehicle on public highways which weighs more than 26,001 pounds or transports hazardous material in a quantity requiring placarding under 49 U.S.C. App. 18011813, or any operator of Employer vehicles or equipment.

Commercial Vehicle - Any self propelled or towed vehicle used on public highways to transport passengers or property, wherein the vehicle has a gross vehicle weight rating or gross combination weight rating of twenty six thousand one (26,001) or more pounds, the vehicle is designed to transport more than sixteen (16) passengers including the driver, or the vehicle is used in the transportation of hazardous materials in a quantity requiring placarding under regulations issued under the Hazardous Materials Transportation Act, or any Employer vehicle or equipment.

Employer Premises - Includes but is not limited to all property, whether owned or leased or used by the Employer. For the purposes of this policy, it also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment, including any and all duty performed for the employer in road rights of way.

Employee Subject to Testing - Any individual employed either full or part time by the Employer.

Possession - Does not include possession of a substance which is manifested and transported as part of a shipment.

Prohibited Substance - Marijuana, cocaine, opiates, amphetamines, alcohol, phencyclidine, and any substance listed on

Schedule I or II (21 C.F.R. Part 1308) or identified in Appendix D of the Federal Motor Carrier Safety Regulations.

Reasonable Cause - The actions, appearances or conduct of an employee when reporting for duty or on duty which are indicative of a health/physical condition or the use of a controlled substance, alcohol, or any other substance to a degree which affects the employee's personal safety or renders the employee incapable of safely performing their duties.

Reportable Accident - An occurrence involving a commercial motor vehicle engaged in interstate, foreign, or intrastate operations of a motor carrier who is subject to the Department of Transportation Act, resulting in, (1) the death of a human being, (2) bodily injury to a person who, as a result of the injury immediately receives medical treatment away from the scene of the accident, or (3) one or more motor vehicle must incur disabling damage as the result of the accident and requires a vehicle to be transported from the scene of the accident by a tow truck or other vehicle (exceptions are allowed for broken lights or flat tires).

Under the Influence - Any amount of controlled substance or their metabolites or alcohol detected in any specimen greater than the cut-off levels designated by the Department of Health and Human Services (DHHS) or established state or federal levels of impairment.

Under the Influence of Alcohol - A blood alcohol level of .02% BRAC or greater.

II. Drug Use Prohibitions

No employee of the Employer shall:

1. On duty, possess, be under the influence of, or use, any prohibited substance, narcotic drug, or any derivative thereof. In addition, no employee on duty shall possess, be under the influence of, or use any other substance, to a degree which renders the employee incapable of safely performing their duties.

2. Consume an intoxicating beverage regardless of its alcoholic content, or be under the influence of an intoxicating beverage, within four (4) hours before going on duty, or operating, or having physical control of a commercial vehicle or other Employer vehicle or equipment.

3. Consume an intoxicating beverage regardless of its alcoholic content, be under the influence of an intoxicating beverage, or have any measured alcohol concentration of .02% or greater, while on duty, or operating, a commercial motor vehicle of 26,001 pounds or in physical control of the Employer's vehicles or equipment.

4. Be on duty or operate a vehicle while in the possession of a controlled substance or an intoxicating beverage regardless of its alcoholic content.

5. Refuse to sign a consent or release form authorizing the collection of the specimen, analysis of the specimen, and release of the results to the Employer.

6. Refuse to co-operate with the collection site personnel, Employer, personnel, or in any way refuse to provide a specimen when required.

7. Refuse to provide a specimen when required under this policy.

8. Fail to inform appropriate Employer officials of a reportable accident as soon as possible.

No employee of the Employer shall:

9. Use alcohol or other prohibited substances within eight (8) hours of a reportable accident or until;

- a) the employee has been drug and alcohol tested, or
- b) the employee conduct has been discounted as a contributing factor in the accident, and will not be required to provide a specimen.

III. Mandatory Testing and Policy Enforcement

Employees are informed, advised and reminded that Commission Employees perform safety sensitive work, and that the Policy is for the protection of the entire work force. Therefore, Employees should have no expectation of privacy while on the Employer's time, when operating the Employer's vehicles or equipment, while representing or conducting business on behalf of the Employer, and/or on the Employer's premises.

The following procedures will be employed to assure compliance with this policy.

1. **Mandatory Drug and Alcohol Testing** - Employees shall submit to testing for the presence of controlled substances, and/or alcohol, and other drugs, upon request by the Employer. Means of testing shall include urinalysis, evidential breath tests, blood screens and such other tests as the Employer may determine. Testing will be required:

- a) As a condition of employment and prior to commencement of employment with the Employer or placement in a safety sensitive position, and;
- b) Where reasonable cause exists to suspect that an employee is under the influence of a prohibited substance, alcohol, or other intoxicating beverage or substance, and;
- c) As soon as possible but not later than eight (8) hours following a DOT "reportable accident" if the driver receives a citation for a moving traffic violation arising from the accident. If the eight (8) hour time limit is exceeded, the collection of an alcohol specimen is suspended, the drug specimen will be collected as soon as possible not to exceed thirty-two (32) hours after the accident. The driver is solely responsible for assuring the Employer that the required specimen is provided as soon as possible, and;
- d) As part of a random pool of all employees, and;
- e) As otherwise required by applicable law, regulations, or Employer policy.

- 2. **Searches** - Employees of the Commission, while on the Employer's time and/or premises, are required to submit to reasonable cause searches of their persons, such as the search of an Employee's pockets or garments, excluding body searches, but including vehicles, lunch boxes, brief cases, personal effects or any Employer owned property, provided the Employer's representative

has reasonable cause to believe that (1) the Employee possesses a prohibited substance; or 2) that the Employee has ingested a prohibited substance.

Searches of an individual's personal vehicle shall be limited to examination of that portion of the vehicle observed by the Supervisor that resulted in "reasonable suspicion".

Any searches, conducted by the Employer's representative, shall include the presence of a Union Steward if requested by the Employee or Employer representative, and if such accommodation can be reasonably and/or timely provided.

3. **Testing Procedure** - All tests will be conducted in accordance with applicable regulations published by the Department of Transportation in a manner allowing individual privacy unless there is a reason to believe that a particular individual may/or has altered or substituted the specimen provided. All tests will be collected at designated collection sites under the supervision of trained collectors.
4. **Availability of Test Results** - The results of any drug test and records connected with the testing procedure, will be made available to the individual tested upon written request. The results of the tests themselves are reviewed by a licensed physician who has the knowledge of substance abuse disorders (MRO). If the tests are positive, the individual tested will be advised of the results and the type of drug or drugs discovered. The

individual tested will be given the opportunity to discuss the test results with the licensed physician prior to the time the test results are made available to the Employer. After notification of the MRO's final positive determination, the employee has seventy-two (72) hours to request a test of the "split specimen" at another DHHS certified laboratory designated by the Employer.

The documentation of results of the test will not be made available to other parties except upon the written request of the individual, or when an applicable DOT regulation requires such disclosure, or if in the MRO's reasonable judgement the information could result in the employee being medically unqualified to perform their duties, or if the information would cause a safety risk.

5. Retesting of Original Split Specimen - The employee may request of the MRO in writing, to have the "split specimen" of a positive test retested at another DHHS certified laboratory selected by the Employer. The employee will be required to pay the laboratory fee for the retest, in advance, and a check must accompany the written request. Presently, the cost is one hundred twenty-five dollars (\$125.00) and is subject to change. In the event an Employee requested "split specimen" test is determined to be negative by the independent laboratory test, the Employee shall be reimbursed for his/her advance payment of laboratory fees.

IV. Self-Referral for Treatment

The Employer recognizes that an Employee who is unfit for duty due to drug or alcohol abuse is a safety risk to themselves, their fellow employees and the motoring public. Consequently, the Employer believes strongly in the concept of zero tolerance regarding substance abuse in the work place. To this end, the Employer seeks to deter substance abuse through the implementation of this Policy. However, the Employer encourages its employees, who may have substance abuse problems, to voluntarily refer themselves to treatment programs, on their own or through the Employer's Employee Assistance Program (E.A.P.). Said self-referral prior to selection for testing, or identification of a positive test result.

Employees are encouraged to seek treatment for drug or alcohol abuse and are offered the cooperation and assistance under the Commission's Substance Abuse Policy and/or applicable Contract benefits. Additionally, an Employee who initiates his/her own treatment through the Employer's E.A.P. shall be exempt from the penalties of the Substance Abuse Policy and/or the Collective Bargaining Agreement, subject to the terms and conditions set forth herein.

In order to be exempt, the Employee's self-referral must occur prior to any Employer initiated random or reasonable cause testing and/or any other contract violations. The Self-Referral declaration by an Employee at the time of random or reasonable cause testing or other contract violation occurrences shall not be allowed as an exemption from the implementation of discipline under the Substance Abuse Policy or the Collective Bargaining Agreement.

An Employee who has referred himself for treatment under the E.A.P. shall be required to successfully complete a substance abuse rehabilitation program that includes a return to work drug and alcohol test prior to his/her return to work. In the event an Employee tests negative, he/she will be allowed to return to work. If he/she tests positive, the Employee must successfully complete an Employer approved substance abuse rehabilitation program including execution of a medical information waiver which gives the rehabilitation provider(s) the authorization to share confidential medical information so that the Employer can monitor the Employee's progress in his/her treatment program.

V. Penalties for Policy Violations

The consequences of violating the drug use prohibitions and testing requirements contained in this policy and mandated by the Department of Transportation, include the following:

1. A driver who refuses to provide the required specimens when the driver has been involved in a fatal accident or fails to give a urine sample in accordance with post accident testing requirements may be disqualified to operate a commercial vehicle for one (1) year and may be discharged from employment with the Employer.
2. A driver shall be disqualified to operate a commercial vehicle for a period of one year, following a positive result of controlled substance use, when the driver has been involved in a fatal accident and may be discharged as an employee of the Employer.

3. A driver who operates a commercial vehicle while under the influence of alcohol as hereinafter defined may be discharged as an employee of the Employer and shall be disqualified to operate a commercial vehicle for a period of one year after the date of conviction if during the three (3) years preceding that date the driver was not convicted of an offense that would otherwise disqualify the driver. A driver is disqualified for three (3) years after the date of his conviction if during the three (3) years preceding that date, he was convicted of an offense that would disqualify him to operate a commercial vehicle as a consequence of driving a commercial vehicle under the influence of alcohol. A driver shall be considered to be driving a commercial vehicle while under the influence of alcohol or other prohibited substance, under the following circumstances:

- a. The driver was driving a commercial vehicle at a time the driver's alcohol concentration was 0.04% or more; or
- b. Driving under the influence of alcohol as prescribed by state law; or
- c. Refusal to undergo such testing as is required by any state or jurisdiction for the presence of alcohol; or
- d. Driving a motor vehicle under the influence of a controlled substance unless the controlled substance is medication prescribed by the driver's

physician and the physician is aware of the individual's duties as a driver.

4. Any driver who provides a positive alcohol test result of .020 or greater but less than .040 shall be mandated to wait a minimum of twenty-four (24) hours prior to again reporting for duty. This shall be considered a first positive test and any subsequent positive alcohol test shall disqualify the individual for employment.
5. Compliance with the Employer's substance abuse policy is a condition of employment. An employee failing to submit to drug testing, or otherwise conform to the provisions of the Employer's substance abuse policy, may be terminated as an employee of the Employer immediately.
6. In addition to the penalties mandated by the Department of Transportation, if an employee tests positive for illegal drugs, and/or controlled substances or is under the influence (.04% or above) of alcohol, the following are disciplinary steps that shall be taken:

First Offense

Five (5) day suspension without pay; upon completion of the five (5) day suspension and before employee is allowed to return to work, he/she will submit to a drug/alcohol test at the employee's expense. If the employee then tests negative, he/she will be allowed to return to work. If he/she again tests positive, the employee must successfully complete an Employer-approved drug rehabilitation program.

Second Offense - Discharge

VI. Establishment of Employee Assistance Program

The Employer has established an employee assistance program to help employees solve substance abuse problems. The program includes the following:

1. The training of supervisors to understand the effects and consequences of drug and alcohol use on personal health and safety in the work environment, as well as to train such personnel regarding the recognition of behavior which may indicate drug or alcohol use and abuse.
2. Documentation of training given to drivers and motor carrier supervisor personnel.
3. Information regarding Employer assistance for employees who have a substance abuse problem is available upon request.

VII. Fitness for Duty/Call-In

It shall be the Policy of the Employer that any employees called to report for duty, during emergency or unscheduled operations shall be personally asked and shall personally respond to the employer's question(s) regarding their fitness for duty with respect to the consumption of drugs and/or alcohol. Further, the Employee shall be required to notify the Employer's representatives if and at any time the employee is not fit to perform his/her duties for the Employer in a safe manner as such fitness may relate to the consumption of drugs and/or alcohol.

